

Exhibit 1

----- Forwarded message -----

From: **Ron Anderton** <RonA@aspireleaseandfactor.com>

Date: Wed, May 10, 2017 at 3:34 PM

Subject: Fwd: additional info \$330k

To: Randy Allmon <randy.allmon@gmail.com>

Randy,

We have a deal ready to close if we can fund it the next 10 days. This is certain. Please call me!

Thanks,

Ron

----- Forwarded message -----

From: <ericr@aspireleaseandfactor.com>

Date: Wed, May 10, 2017 at 4:18 PM

Subject: additional info \$330k

To: rona@aspireleaseandfactor.com

Here is the info on the \$330k deal. The client would oversubscribe up to \$550k at the same rates if we had an interested syndicate funding partner.

The funding is being used to expand grow operations and the ability to extract essential oils. The syndicate partner will have full transparency and look through into the transaction pending engagement with us as a funding syndicate. This engagement is before they commit any of their funds to this transaction, but I have included the information below to see if they want to proceed to the next step or not.

The process is:

- They provide a proof of funds and we provide them with the syndication package
- The syndicate partner executes the agreements and decide on an initial amount (which can be as little as \$10k and as much as \$1mm+)
- The syndicate partner reviews each deal, deal-by-deal, to determine their participation level
- The syndicate wires their funds to participate in the transactions they desire

- The syndicate partner receives their % of the proceeds (depending on the % of the transaction they fund they fund), less our small admin fee (on most deals it is 5%)
- They decide if they want to engage in further transactions or not. If they do, they select a transaction and start the process over again.

[illegible]

Info on this transaction:

40 year old male and his wife are sole owners of the 2 requesting companies, and are located in the Sacramento area of California. Owner had 10 years' experience as an operations manager for a construction company before forming his own company in 2014.

There are two companies that will be cross collateralized. Together, they source legally permitted cannabis farm contracts in compliance with state and county permitting, harvest, extract essential oils, and distribute to manufacturing companies. Customers buying their products includes Kiva Chocolate Company, Cheeba Chews, Open Vape, Etain Health and Bangs Company.

Operations are currently in Yolo, Calaveras and El Dorado Counties. They have a joint venture agreement with a publicly traded company for the production and sale of all their essential oils at favorable rates.

Growth rate is greatly increasing dramatically:

- 2014 \$900,000
- 2015 \$1,300,000
- 2016 \$1,500,000
- 2017 \$42,000,000 pro forma (last month's revenue was \$400k and ytd profit is \$740k for Q1).

Bank Statement History (for only 1 of the 2 companies):

- March \$246k deposits, \$169k ending balance, 1 negative day
- Feb \$55k deposits, \$8k ending balance, 1 negative day
- Jan \$94k deposits, \$51k ending balance, 0 negative days
- Dec \$89k deposits, \$2k ending balance, 0 negative days
- Nov \$62k deposits, \$47k ending balance, 1 negative day

- Oct \$50k deposits, \$8k ending balance, 1 negative day

Board of Directors and Management Team currently oversee 5 permitted dispensaries, leases 6,721 acres for grow operations, and include an industry compliance officer.

2016 goals include:

- purchasing a 30k sq ft building for expanded oil essential oil extraction
- obtaining permits for 5 additional farming operations and bringing into production
- expanding distribution capabilities

Security is provided by cross collateralization of the following assets with an equity valuation of \$3,094,000:

- 4 water tankers
- 4 late model Chevy Duramax trucks
- 6 camper trailers
- 4 enclosed utility trailer
- Kubota tractor
- Volvo tractor
- John Deere tractor
- Flatbed trailer
- Gooseneck hauler
- 3 residential properties
- All receipts of both businesses, including over \$100k/month in retail merchant processing.
- Blanket lien on commercial property closing this month in cash purchase and owned free and clear

Owner's statement on use of funds and capital expenditures for 2017:

1. PRODUCT DEVELOPMENT \$200,000
 - a. OIL CARTS 1.69 EA @50,000= 84,500
 - b. OIL FOR CARTS \$10 GRAM FOR ½ GRAM CARTS 10,000 CARTS = \$50,000
 - c. PACKAGING.25 EA = \$12,500
 - d. LABOR FOR FILLING AND PACKAGING \$20,000
 - e. 167,000 TOTAL
2. MARKETING 150,000
 - a. ADVERTISING SPACE WITH MAGIZINE " HIGH TIMES @ DOPE MAG.
 - b. \$7,500 EA PER MONTH @ 10 MONTHS
3. PRODUCT MANUFACTURING 650,000

- a. ATLUS EXTRACTOR 90,000 2- 180,000
 - b. VTA WIPE FILM DISTILLATION UNIT 2- 169,000 EA. = 338,000
 - c. LABOR FOR THE FIRST 10 MONTHS 100,000.
4. STAFFING 100,000
- a. 5 EMPLOYEES FOR 10 MONTHS
5. OTHER 500,000
- a. I HAVE 5 PERMITTED FARMS THAT I NEEDED FUNDING FOR @ 135,000 EA. I AM 500,000 SHORT OF MY OWN CASH. IF I CAN FUND THESE 5 PERMITTED FARMS I COULD GENERATE UPWARDS OF 7,000,000 DOLLARS OF REVENUE.

Owner's statement regarding operations and contingency:

I HAVE RIGHT NOW 19 PERMITTED GROW UNDER CONTRACT OR IN MY NAME, I HAVE EXCEEDED MY FINANCIAL CAPABILITIES TO FUND A LOT MORE OF THE FARMS THAT ARE AVAILABLE TO ME. I HAVE PURCHASED A 2,000,000 DOLLAR BUILDING IN WEST SACRAMENTO TO OPEN A PERMITTED EXTRACTION FACILITY. THE 19 PERMITTED FARMS WHICH ARE OPERATIONAL RIGHT NOW CAN AND WILL GENERATE UPWARDS OF 26,000,000 ARE EVEN MORE JUST IN DRIED FLOWER PRODUCT. THAT DOES NOT INCLUDE THE TRIM THAT WOULD BE TURNED TO OIL FOR PENS AND EDIBLES ETC. ANOTHER 10-15 MILLION WOULD BE GENERATED FROM THIS TRIM AND BY PRODUCT. AGAIN I HAVE POSITIONED MYSELF IN THE PERFECT SPOT BUT EXCEEDED MY SPENDING LIMIT TO FINISH IT OFF. CONTINGENCY PLAN WOULD BE TO USE THE FARMS THAT I HAVE ALREADY FUNDED AND DEVELOPED OUT TO RE PAY THE FUNDS THAT ARE BORROWED TO DO THESE VENTURES WITH.

Special items of concern in transaction:

- Industry regulatory uncertainty (although unlikely to have any negative impact during the next 12 weeks of the transaction term)
- Dependence on climate
- Owner had a DUI conviction in the past

Eric Richardson

VP Sales/Operations

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